

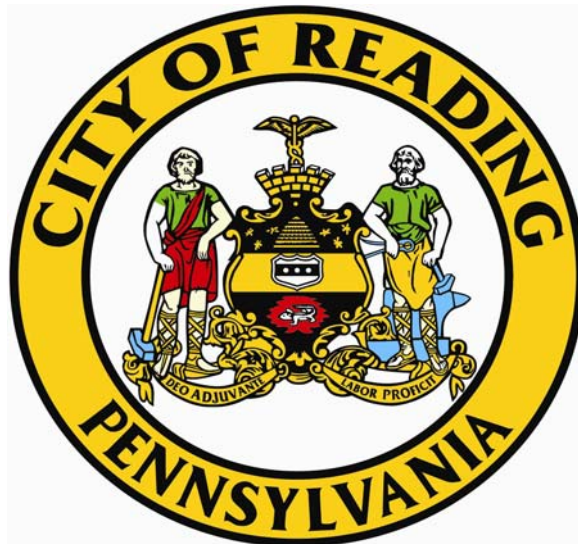
REQUEST FOR PROPOSAL

Collection and Disposal of Municipal Solid Waste and Recyclable Materials

ENVIRONMENTAL SERVICES DIVISION

DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA



CONTRACT NUMBER _____
July 21, 2006

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I. GENERAL INFORMATION

A Notice to Bidders:

1. The City of Reading will receive sealed bids in the Office of the City Purchasing Manager, Rm. 2-12, City Hall, 815 Washington Street, Reading, PA., until 2:00 P.M., prevailing time on Thursday, August 17, 2006, for Collection & Disposal of Residential Municipal Solid Waste and Recyclable Materials and including yard waste from residential units with four (4) or fewer units, all public buildings and parks and litter baskets.
2. Specifications and Bid Forms for the above work can be obtained at the Office of the Purchasing Manager, Rm. 2-12 City Hall, and found on the City of Reading website at www.ReadingPA.gov.
3. Each bid shall be accompanied by bid surety in the amount of ten percent (10%) of the bid. A certified check or bid bond will be accepted.
4. The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the best interest of the public.
5. A mandatory pre-bid conference is scheduled for Thursday, August 3, 2006, at 9:00 a.m. in the Penn Room, City Hall, 815 Washington Street, Reading, PA 19601. All prospective bidders must attend. Bidders arriving at the pre-bid conference after 9:05 a.m. shall be **disqualified**.
6. Employees shall not be discriminated against because of race, color, age, religion, sex or national origin.
7. The City of Reading shall provide public notification of this bid request through advertisement in the Reading Eagle and other media outlets it finds appropriate.

B. Specifications for the Collection & Disposal of Municipal Solid Waste and Recyclable Items:

The City of Reading (City) and the Contractor will enter into a Contract under which the bidder will perform the services outlined in this specification beginning within ninety (90) days from the notice to proceed and expiring December 31, 2009, with two (2) one (1) year options for extension of this contract, at the City's discretion.

The service period shall commence within ninety days (90) from the written notice to proceed issued by the Director of Public Works and shall expire on December 31, 2009. The City reserves the right to extend the contract for a period of up to two (2) years, with an annual increase to the contract as indicated by the Consumer Price Index, for urban consumers, Northeast Urban, size C average all items (1982-84 = 100) as published in the monthly labor review by the US Department of Labor, over the average price of the first three years.

The City of Reading will consider only those bids received from parties whose names are recorded by the City as having secured Contract Documents for this contract. Contract Documents are not transferable to other parties for bidding purposes. Bids received from parties whose name(s) are not recorded by the City as having secured documents for this contract, will be rejected. Bidders arriving at the pre-bid conference after 9:05 a.m. shall be **disqualified**.

The price(s) bid shall cover all costs of any nature incidental to or growing out of the work, including labor, material, equipment, transportation, disposal and all else necessary to perform and complete the work in the manner and within the time specified, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the work, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials.

The work includes the furnishing of all labor, disposal and providing the maintenance and insurance on a sufficient number of self-propelled packer-type vehicles, and all other equipment required for the prompt and efficient collection and disposal of all municipal solid waste and recyclable materials including yard waste, contracted through this specification. The City is open to the leasing of its recycling trucks if it is proposed as part of the successful proposal.

C. Bidders:

1. **Pre-Bid Conference:**

All inquires from Bidders on matters related to these specifications must be presented at the mandatory pre-bid conference. Failure to attend said pre-bid conference shall disqualify any bidder. Said pre-bid conference shall be held in the Penn Room, City Hall, 815 Washington Street, Reading, PA 19601 on (Thursday, August 3, 2006 at 9:00 a.m. Bidders arriving at the pre-bid conference after 9:05 a.m. shall be disqualified.

D. Bid Submission Requirements:

1. Required Information:

Bidders must submit four (4) bound copies and one (1) unbound original copy to:

Purchasing Manager
City of Reading - Room 2-12
815 Washington Street
Reading, Pa. 19601

Bids must be typed or printed (double spaced) on 8 1/2" x 11" size paper and must be paginated.

Bids must be received in the office of the Purchasing Manager, City Hall, Room 2-12, 815 Washington Street, Reading, Pa. 19601 no later than 2:00 PM., on Thursday, August 17, 2006.

2. Signature and Authority:

The Bid must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the requisite authority to make the commitments required by the specification. The signatures are to be provided as indicated on the bid forms.

All Corporations must attach to their Bid, a certified copy of Charter or Articles of Incorporation.

Bidders shall carefully examine the specifications, attachments and appendices and shall fully inform themselves as to existing conditions. Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.

3. Bid Security:

Bidders shall include a Bid Security in the amount of 10% of the total bid price. Any Bid received without the required Bid Security shall be rejected. The Bid Security may be in the form of (1) a bank cashier's check payable to the City and drawn on a United States bank or a Continental United States branch of a foreign bank acceptable to the City; (2) a surety bond, in form and substance satisfactory to the City and issued by a surety company which is listed in the most recent revision of U.S. Treasury Department circular 570, with its underwriting limitations therein stated at least equal to \$20,000,000, and which is acceptable to the City, through

its licensed Pennsylvania resident agent accompanied by a power of attorney of the surety company dated the date of the surety bond and otherwise in form and substance acceptable to the City.

4. Subcontracts

The Contractor will be allowed to subcontract work under this contract contingent upon receiving written approval from the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the successful Bidder. Payment for services under this clause shall be arranged directly between the Contractor and the approved subcontractor.

E. Expense of Bid Preparation:

Each Bid will be prepared at the cost and expense of the Bidder. The Bidder shall make no claims for reimbursement for the cost or the expense of Bid preparation.

F. Withdrawal of Bids

Bidders will be given permission to withdraw any Bids after they have been received by the City's Purchasing Manager at his/her office, provided said request is in writing and properly signed and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading

After the bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, PL 9 No. 4, as same may be amended.

G. Bid Rejection

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid and to re-advertise if the best interest of the City will thereby be promoted. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City shall act in its sole discretion regarding what constitutes informalities in the bids received.

No Bid will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement made with the City of Reading or who has failed to perform

satisfactorily such contract or agreement.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of his/her Bid:

1. Evidence of collusion among Contractors.
2. Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.
3. Lack of responsibility, as shown by past work, judged from the standpoint of workmanship.
4. Default on any previous performance contracts within the past ten (10) years.

H. Examination and Inspection of Work

Bidders must inspect the entire city area included in the Technical Requirements and make their own determination with respect to the number of collections, collection types, quantity of refuse and recyclables to be collected and locations and all other circumstances which affect the cost of services to be performed. Any estimates provided are not to be considered binding and Bidders assume all risk in connection with the aforementioned.

The Bidder is advised that there are narrow streets through which regular collection vehicles cannot pass. Collection crews are expected to carry out solid waste and recyclables from these streets and return containers to the side of origin, unless an alternative means of collection such as smaller packer vehicles are provided by the Contractor.

The Contractor shall empty and then return without damage to the point of collection, all properly emptied, reusable municipal solid waste and recycle containers and their respective lids. The emptied containers shall be carried, not thrown, to the sidewalk and placed upside down and the lids, if any, shall be placed on top or inside the container.

Bidders must examine the Contract document, must visit the location of the work, and must inform themselves of the conditions of the work and must make their own estimates of requirements for execution of the work.

All work done under this Contract shall be in full accordance with the Contract documents and shall be subject to the most thorough inspection.

Any explanation desired by a Bidder regarding the meaning or interpretation must be requested in writing not less than fourteen

(14) days prior to the bid opening or at the mandatory pre-bid meeting. Supplemental explanations or instructions, if any, will be made as a written addendum and sent to all Bidders via certified mail, return receipt requested and shall be signed by the Bidder and returned with the bid. Oral explanation is offered as a courtesy but will not be binding.

I. Reports

All reports shall be due within ten (10) working days from the end of the month and be submitted with the monthly billing. The reports shall be printed on the Contractor's letterhead and be signed by the Contractor or authorized representative. At a minimum, the reports shall include:

- a Summaries of tonnage's of all refuse collected including daily weight receipts by material type.
- b Summaries of tonnage of all recyclables collected including daily weight receipts by material type.
- c Number, type of complaints received and corrective action taken.

The Contractor shall maintain for the City, accurate records, in a format approved by the City, indicating the tonnage of municipal solid waste and recyclables collected and disposed under this contract. These records shall be kept on a daily, cumulative weekly, cumulative monthly and cumulative annual basis and shall be submitted to the City on a monthly basis along with invoices. The City reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.

The Contractor shall provide an annual report with a year-end evaluation of the program and setting performance goals for the following Contract year.

J Bid Award

The City reserves the right to award or reject any or all options. The City also reserves the right to award options and/or contract extensions at a later date to the successfully Bidder.

The City will either identify a Bidder or reject all bids within ninety (90) calendar days of the bid opening.

The successful Bidder will receive a Contract prepared by the City within sixty (60) calendar days of the selection.

The successful Bidder has twenty-one (21) calendar days after receiving the contract to sign all contract copies and return them to the City along with the appropriate performance bonds to be

supplied on City forms, and required insurance certificates or forfeit as liquidated damages the bid security deposit. If the Bidder does not sign the contract within twenty-one (21) calendar days, the City may, at its option, award the service contract to the next lowest responsible Bidder.

The City will provide the Contractor a written notice to proceed, within ten (10) days of receipt of complete, executed Contract. Notice to proceed may be extended past the 10 days by mutual consent. Work will begin on the date specified in the written notice to proceed by City.

The City, at its discretion only, may, at its own option, add services to or delete services at anytime from the work provided by this contract as may service its best interest. The resulting increase or decrease will be negotiated between the Contractor and the City.

K Evaluation Criteria:

The responses to this RFP will be independently evaluated by the City. The City will evaluate the responses to this RFP by reviewing the responses to each of the items. The Vendor that best represents the City's interests in connection with the Collection and Disposal of Municipal Solid Waste and Recyclable Materials will be selected as its Hauler.

Upon receipt of all bids by the date and time specified in the RFP, the Purchasing Office will review all bids for responsiveness to the RFP specification requirements and criteria. The City will retain the right to consider any bid as non-responsive based solely on its judgment that the bid does not satisfactorily meet the criteria of the RFP specification or the City's Purchasing Policy. Those bids found to be responsive will be evaluated on the merits of the bid submitted in relation to the needs and requirements of the City.

Failure of the Vendor to follow the format requested may cause the bid to be deemed non-responsive and, thereby, causes it to be excluded from consideration. Any deviations from the requested scope of services or the general terms and conditions of the RFP specification must be noted and fully explained.

During the first stage of the evaluation process, an evaluation team of five (5) individuals will review the bids submitted based on the following point system:

- a. Vendor qualifications and capability of performing waste and recycling collection as outlined in the RFP specification.
(maximum 40 points)

- b. Vendor demonstrated experience and past performance in providing waste and recycling collection as outlined in the RFP specification. **(maximum 30 points)**
- c. Qualifications and experience of the Vendor's staff personnel, specifically managers and field supervisors. **(maximum 10 points)**
- d. Vendor responsiveness and capabilities for the use of proposed subcontractors for providing waste and recycling collection as outlined in the RFP specification. **(maximum 10 points)**
- e. Vendor's statement providing information and unique capabilities differentiating the offer from others skilled in Waste Management contracting with municipalities. For example: **(maximum 10 points)**
 - i. Residential complaints and missed collections
 - ii. Alleyway collection
 - iii. Rear porch collection
 - iv. Yard waste collection
 - v. Educational materials
 - vi. Advertising (holiday schedule, etc.)

The City reserves the right to consider historical information and fact, whether gained from the bid, references, or City's past experience with the Vendor.

From the collective evaluations of the evaluators with a possible maximum score of 100 points, the City will average the scores and rank the bids from highest composite score to lowest. The evaluation team will determine whether interviews will be solicited from the top three (3) Vendors. The number of and need for interviews will be at the sole discretion of the City.

If interviews are determined to be appropriate, the RFP Contact Person will schedule those interviews convenient to the selected Vendors and the evaluators. Vendors to be interviewed will be given a maximum of thirty (30) minutes to present their materials and approximately thirty (30) minutes for questions and answers. Interviewees will be evaluated on the content of their presentations and responses to any additional direct questions from the evaluators. **(maximum 30 points)**

The Vendors will be re-ranked based on their total point score including averaged interview scoring. The City reserves the right to select and award a contract to any number of Vendors that, in its judgment, can provide the services needed.

The City will retain the right to consider a bid as being non-responsive based solely on its judgment that an offer does not satisfactorily meet the requirements of this RFP and with the City's Purchasing Policy. The City is under no obligation to solicit any missing information or additional information during any stage of

the evaluation process. Failure of the Vendor to submit any information requested or deemed necessary for the evaluation process or requested by the City at any stage of the evaluation process may cause rejection of the bid by the City.

II. MINIMUM BIDDER QUALIFICATIONS

A. Statement of Qualifications:

Bids will only be accepted from Bidders who are actively engaged in the collection of solid waste and recyclables. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully and responsibly any previously contract with the City.

All Bidders shall submit with their proposal, a description of all equipment to be used in the performance of the proposed contract. Each Bidder must specify the number and type of all collection truck bodies, cabs and chassis and other equipment.

The Bidder shall inform the City of any and all instances, within the last ten (10) years, where a municipal recycling, solid waste or yard waste collection contract, held by the Bidder, has been terminated or re-assigned prior to its normal expected expiration date and other sanctions against a Bidder for any reason.

Summary of firm's identification, General Qualifications, Bid Forms, Statement of Public Disclosure, Bid Bond and Non Collusion Affidavit shall be submitted with bid, on Bid Forms B-1 through B-6 attached to this specification.

B. Performance & Payment Bonds:

The terms of the Contract will require that the Bidder provide the City with a financial guarantee of the Bidders performance and payment obligations. The successful Bidder will be required to furnish, within ten (10) days of receipt of the Contract Documents from the Office of the Department of Law, a Payment Bond and a Performance Bond or an Irrevocable Letter of Credit in the amount equal to one hundred percent (100%), of the annual contract price, which must be renewed each year, to guarantee satisfactory performance. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter into the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately.

Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids reject.

Bidders shall submit with their Bids a commitment letter issued by an approved surety obligating the surety to furnish a payment and performance bond in the required amount in the timetable specified above.

III. TECHNICAL REQUIREMENTS

A. Introduction:

The City of Reading intends to retain the services for the collection and disposal of refuse, bulky waste, white goods, recyclables, and yard waste from residential units, with four (4) or fewer units, litter baskets and Public Buildings, Parks and Playgrounds within the corporate limits of the City of Reading.

This Request for Bid (RFB) is issued by the Director of Public Works. Any questions or clarifications concerning the RFB must be submitted by August 3, 2006, in writing directly to:

City of Reading
Attn: Heather Dunkle, Purchasing Coordinator
815 Washington St.
Reading, PA 19601
(610) 655-6207 Phone
(610) 655-6427 Fax

B Bid Options:

Bid Item #1

For the purpose of Bid Item #1, the unit bid and contract price for this item shall include all labor, materials and equipment needed to collect collection and disposal of refuse, bulky waste, white goods, recyclables, and yard waste from residential units with four (4) or fewer units, litter baskets and Public Buildings, Parks and Playgrounds within the corporate limits of the City of Reading.

The City will be divided into five (5) zones for collection. Each of the zones may be awarded separately or all zones included in one contract award.

Zone No.	No. of Properties	No. Units
1	3,639	3,870
2	4,979	6,324
3	4,435	5,667
4	5,058	5,963
5	4,808	5,462
Total:	22,919	27,286

Bid Item #1 shall include the following services:

1a. Limited Curbside Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect curbside a maximum of eight (8) 35 gallon trash bags or containers, per unit, per week, large items, white goods and bulky waste from all properties with four (4) or fewer residential units, on a weekly basis. The Contractor shall compute an annual per unit price based on a once a week, curbside collection.

Monthly payment shall be made on a per unit basis, for those units assigned to the Contractor by the City.

1b. Yard Waste Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect and process curbside unlimited yard waste, per unit, per week from all properties with four (4) or fewer residential units, on a weekly basis.

The Contractor shall either operate or have access to a compost processing facility and make available, free of charge, compost to any City resident with proof of valid identification. Transportation of compost materials to any residential dwelling will be at the expense of said resident.

The Contractor shall compute an annual per unit price based on a once a week, curbside collection.

Subcontracts:

The Contractor will be allowed to subcontract work under this

contract contingent upon receiving written approval from the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the successful Bidder. Payment for services under this clause shall be arranged directly between the Contractor and the approved subcontractor.

1c. Public Buildings and Properties:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect bagged mixed office paper, commingled recyclables and refuse from the following Public Buildings and Properties.

The bid price for all services outlined under this item shall be awarded on a lump sum basis and for the purpose of payment to the Contractor will be prorated on a monthly basis.

Daily:

- a. City Hall
- b. Litter containers from Forty four (44) parks and Playgrounds as outlined in Exhibit B.

Twice per Week:

- c. Fire Companies (7)
- d. Reading Public Libraries (4)
- e. Public Works Center
- f. Twelve (12) Parking Lots - Reading Parking Authority
- g. Water Bureau Storage Yard – Kutztown Road
- h. Waste Water Treatment Plant
- i. Humane Society

Subcontracts:

The Contractor will be allowed to subcontract work under this contract contingent upon receiving written approval from the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the successful Bidder. Payment for services under this clause shall be arranged directly between the Contractor and the approved subcontractor.

1d. Litter Baskets:

The unit bid and contract price for this item shall include all labor, materials and equipment necessary to collect weekly bagged refuse from a maximum of 550, 45 gallon, litter baskets. Litter baskets will be installed and assigned by the City in groups of fifty

(50) and therefore, the contractor shall give a bid price based on fifty (50) containers being assigned in each group.

The City shall supply and install a maximum of 550 litter containers in a variety of locations throughout the City. The Contractor shall provide and install a new plastic garbage bag liner for each container after each collection.

Monthly Payment shall be made on a basket/unit basis for those litter baskets assigned by the City and serviced by the Contractor, for said month.

Subcontracts:

The Contractor will be allowed to subcontract work under this contract contingent upon receiving written approval from the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the successful Bidder. Payment for services under this clause shall be arranged directly between the Contractor and the approved subcontractor.

1e. Curbside Collection of Recyclables:

Collection and transportation of all designated recyclables from approximately 27,000 homes on a weekly basis, using vehicles owned, operated, and maintained by the Contractor.

To improve the efficiency in collection, set out locations will be standardized by requiring all recyclables to be placed curbside for collection. Homeowners will sort separate recyclable materials from trash and set out for collection in a rigid reusable container provided by the City.

Recyclable materials collected by the Contractor must be delivered to the processing/material recovery facility located within a fifteen (15) mile radius of the City. In the event the processing facility used under this contract changes, during the life of the Contract, the Contractor will be notified by the City in writing.

The Contractor shall be prohibited from disposing of the City's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility that will prevent the beneficial reuse of the materials.

The following is the estimated tonnage of recyclables to be collect under this Contract per year:

Material	Tonnage
Mixed Paper	2,000
Commingles	2,000

Bidders' attention is called to the fact that the quantity and tonnage of material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

The Contractor shall compute yearly prices based on a once a week Curbside collection

Subcontracts:

The Contractor will be allowed to subcontract work under this contract contingent upon receiving written approval from the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the successful Bidder. Payment for services under this clause shall be arranged directly between the Contractor and the approved subcontractor.

Bid Item #2

One-Time Unlimited Curbside Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect an one-time curbside unlimited refuse, large items, white goods and bulky waste from all properties with four (4) or fewer residential units, on a weekly basis, commencing on April 1, 2007 and ceasing on June 30, 2007.

Beginning January 1, 2007 the Contractor shall collect curbside limited refuse through March 30, 2007, and commence again on July 1, 2007. A maximum of eight (8) 35 gallon trash bags or containers, per unit, per week, large items, white goods and bulky waste from all properties with four (4) or fewer residential units, on a weekly basis must be collected.

This option shall be provided only to those residents that reside within one of the five designated zones as described in this contract.

Monthly payment shall be made on a per unit basis, for those units assigned to the Contractor by the City.

Bid Item #3

Special Collections:

The Contractor must provide special collection services for the collection of refuse and recyclables, as are requested by the resident. This option shall be provided only to those residents that reside within one of the five designated zones as described in this Contract.

These services shall include special collection locations and pick-ups that are requested directly by the resident to the Contractor. All arrangements for these special services will be made directly between the Contractor and the resident, and fee paid directly to the contractor by the resident requesting such services. Fee for such services is to be determined by the Contractor.

Special collections include but are not limited to:

- 1 Rear porch collection
- 2 Alley-way collection
- 3 Increased collection frequency (twice weekly)

The Contractor shall provide the City a written report that outlines the arrangements made for special collections. Such report must include the name of the resident, the unit address, and a description of the arrangement made between the Contractor and the resident. Reports must be kept up to date by the Contractor and provided to the City within ten (10) days of any change in arrangement.

Bid Item #4

Seasonal Yard Waste Collection:

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect curbside unlimited yard waste for compost, per unit, from all properties with four (4) or fewer residential units. This option shall be provided only to those residents that reside within one of the five designated zones as described in this contract.

The Contractor shall collect yard waste based on the seasonal schedule set by the City and beginning March 1 and ending September 30. For the purpose of collection, the Contractor shall either operate or have access to a compost processing facility.

The Contractor shall compute an annual per unit price based on a once a six month curbside collection.

Bid Item #5

Public Buildings and Properties - Special Events

The unit bid and contract price for this item shall include all labor, materials and equipment needed to collect refuse and recyclables generated from special events hosted by the City. The City will make separate arrangements with the Contractor no later than fourteen (14) days prior to the commencement of the event. At this time, the City will provide to the Contractor details pertaining to the date, time, location and placement of collection containers (i.e. dumpsters) needed for the event.

The Contractor shall compute the cost of these services on an event basis and submission for payment shall be made, as a separate item, to the City. Payment shall be made by the City on an event basis serviced by the Contractor, for said event.

Bid Item #6

Collection of Recyclables

Curbside Collection of Recyclables:

Collection and transportation of all designated recyclables from approximately 27,000 homes on a weekly basis, using City owned vehicles for which the Contractor is responsible for all maintenance and repairs as outlined in the attached lease agreement.

The Contractor is required to maintain liability insurance and any other insurance required under the Motor Vehicles Requirement Act with limits as per specifications. These vehicles will be leased to the successful bidder, for the fee of \$1.00 per year per vehicle, for the term of the contract. Vehicles are to be stored at the Contractor's place of business.

The Contractor shall be prohibited from using City owned vehicles, for any other reason, other than those outlined in this specification.

All other terms and conditions shall be applicable under this option as set forth under Bid Item 1e of this contract.

C. Unit Adjustment

- a. The City may add or delete units by notifying the Contractor. Any unit to be added or deleted to the Agreement will be included in the class which most closely resembles a unit as mutually agreed by the City and Contractor.
- b. Contractor will begin service of the additional unit upon the 7th calendar day following receipt of notice. Each unit so

added shall be subject to the Agreement as of the effective date.

- c. Any unit which is subject to this Agreement may be removed from the Agreement upon notice from the City. Any such notice takes effect upon its receipt unless the notice provides otherwise.

D. General

1. Type of Waste to be Collected:

The work to be performed under this contract consists of the collection of municipal solid waste, bulky waste, white goods, large items, recyclables and yard waste from properties outlined in this specification, within the corporate limits of the City of Reading and transportation of same to the disposal site designated by the contractor. All disposal costs must be paid directly to the owner/operator of the disposal site by the Contractor.

This specification excludes the collection of trade waste and hazardous wastes.

All Bulk refuse such as white goods, except those containing Freon, furniture, mattresses, storm sashes, screens, rugs and other bulk municipal solid waste, will be collected on regular collection days throughout the year. In addition, construction debris limited to one container or bundle of lumber or plaster cut into three-foot lengths and weighing less than seventy (70) pounds will also be collected on regular collection days. Porcelain household fixtures which are not cast iron will also be collected at a limit of one per unit per regular collection day.

Residents requiring more than one bulk item per week will be documented and billed for each additional bulk item placed for collection. Additionally, appliances including refrigerators or freezers, and air-conditioners containing Freon will be collected under the bulk item provisions provided that the Freon is properly removed (recovered) from the appliance by a certified technician. Verification, in the form of a tag or sticker, that the Freon has been recovered must be provided by the technician and accompany the appliance. The tag or sticker must contain, at a minimum, a signed statement that includes the name and address of the person who recovered the refrigerant, and the date that the refrigerant was recovered. Freon recovery from such items will be at the expense of the resident. The Contractor is not permitted to collect any Freon-containing appliance unless the appropriate

verification is affixed to the appliance.

Cleanouts (large quantity of refuse in single location) and bulk refuse including furniture, mattresses, wood, windows, screens, carpeting, etc., shall be collected on the regular municipal waste collection days throughout the year. Collection of construction debris and non-recyclable vehicle parts (excluding tires) is limited to a total of 70 pounds per household per collection.

The collection of yard waste shall include but is not limited to: yard debris such as leaves, branches, grass clippings, brush and shrubs and other materials suitable for compost. Yard waste shall be contained within biodegradable bags at the expense of the resident.

The following City designated recyclable materials shall be collected:

- a. Glass (clear and All colors)
- b. Aluminum and Tin Cans
- c. Plastic #1 through #7 bottles and containers only
- d. Mixed Paper (newsprint, cardboard, corrugated boxes, magazines, office paper, junk mail, paper back books, phone books, gift wrapping and boxes)

Mixed paper is to be collected commingled and in Kraft paper bags that will be made available by the City to the residents.

Bidders' attention is called to the fact that the quantity and tonnage of material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

The Contract shall adhere to the following procedure for any rejections of solid waste, bulk item, white good, recyclable, or yard waste. The City shall provide stickers which shall be affixed to any rejected materials. The hauler shall report in writing to the City by 7:30 A.M., the day following the offense, all rejections, or the item shall be considered as a missed collection.

The Contractor shall reject the following:

- a. Tires
- b. Hazardous waste
- c. Automotive parts containing fluids
- d. Construction debris over 70 pounds

e. Other items as approved by the Solid Waste Manager

2. Collection Location

Materials listed for collection under this specification shall be placed for receipt by the Contractor on the curb directly in front of the property where the material was originated, unless otherwise described herein.

3. Additional Services

The Contractor must provide special collection services, as are requested directly by residents. These services shall include special collection locations and special pickups, which may be requested directly by the resident. All arrangements for these special services will be made directly between the Contractor and the resident, or through the City of Reading. The Contractor will document and relay this information to the City for billing purposes. In the event of non-payment, such special services may be terminated. However, the curbside trash services will continue for such address.

4. Collection Equipment:

a. Performance:

All materials collected under this contract shall be collected in vehicles which are licensed by the Commonwealth of Pennsylvania, under Solid Waste Ordinance Chapter 20.

The Contractor shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the Contractor shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken-down equipment can be repaired to insure no delay or hindrance to collection operations.

b. Vehicle Condition & Appearance:

Equipment shall be clean and neatly painted and each unit shall be plainly identified with the name and address of the Contractor, in compliance with Pennsylvania Department of Environmental Protection (PADEP) sign coverage requirements.

5. Collection Practices

The Contractor shall provide for each collection unit a minimum crew as deemed necessary to effect an efficient, safe, and sanitary operation.

Each collection truck shall be provided with a shovel and a broom with which to pick up any spillage of waste or recyclables.

The collectors or throwers shall clean up any spillage of waste caused by them or resident. Where repeated spillages occur on the part of the land owner or tenant, the Contractor shall notify the City each time and on the third offense, will be billed for cleanup.

The Contractor is responsible for the following tasks:

- a. Pick up wastes and/or recyclables, which are spilled on public streets or sidewalks, as directed by the City.
- b. Replace recycling containers upside down in the location where the resident placed it.
- c. Replace waste containers to the location where the resident placed it.
- d. Waste and recycling containers shall not be thrown, after emptied. A penalty in the amount of \$ 50.00 per occurrence will be deducted from monthly invoices, for this violation.
- e. Delivering replacement recycling containers, provided by the City to residents, included in the program.

Ownership of municipal solid waste and recyclables:

All materials shall be owned by, and be the responsibility of the occupants of the residential properties (residents), or the City, for City facilities, until they are collected by the Contractor. These materials become the responsibility of the Contractor upon the Contractor's acceptance and collection of said items.

Immediately upon the Contractor's loading municipal solid waste or recyclable into any collection vehicles, ownership of such material shall be vested in the Contractor and it shall become the Contractor's responsibility to transport, handle, dispose of, and process materials of every nature according to this specification.

The City reserves the right to spot check collection vehicles, to inspect their contents and to accompany contractor on the routes. Such vehicles may be directed to a scale of the City's choice for weighing.

Recycling containers:

The Contractor shall store approximately 1,000 spare recycling containers, which will be purchased by the City for use by City residents, at a secure indoor location approved by the Director of Public Works during the term of this contract. The Contractor will provide a monthly report of the number of containers stored, containers distributed and locations where the containers were distributed. The City shall have access at all times to such containers during normal working hours. The Contractor shall be responsible to ensure that spare containers are not damaged or stolen. The Contractor shall distribute recycling containers as authorized by the City. Contractor delivery of recycling containers shall include concurrent delivery of the official City letter and technical information sheet.

6. Supervision of Workers

The Contractor shall maintain a local office within thirty (30) miles of the City of Reading with telephone service from 7 a.m. to 5 p.m. Monday to Friday and 7 a.m. to 12 noon on Saturday, except holidays.

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to resolve said directives shall be sufficient cause to give notice that the Contractor is in default of the contract.

7. Hours of Collection:

Collections shall be made between the hours of 6:30 am and 8:00 pm.

The Contractor shall be required to perform collection service daily except Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Saturday and Sunday, the Contractor's holiday will coincide with the standard City schedule.

Collection which would normally occur on such holidays shall be rescheduled for Saturday. When a holiday falls on a Monday or Tuesday, collection shall be scheduled for Saturday preceding the holiday. When a holiday occurs on a Wednesday, Thursday or Friday, the collection shall be scheduled for the Saturday following the holiday.

Contractor shall not collect municipal solid waste or recyclables between the hours of 7:30 am to 9:00 am and again between the hours of 4:00 pm and 5:30 pm on the streets designated by the City, under Solid Waste Ordinance 1115.

8. Collection Routes:

The Contractor shall be required to submit basic route information such as the number of collection routes per collection zone and route identification information (street names). This information shall be supplied to the Director of Public Works sixty (60) days prior to the commencement of the Contract. Any subsequent changes occurring during the Contract to these collection routes shall be provided to the Solid Waste Manager.

The Contractor shall be responsible for notifying the City through the use of radio, newspaper, television or direct mailers of any approved changes to the schedule.

All collections shall be made regardless of collection conditions unless authorization to suspend and/or cancel collection is obtained from the Solid Waste Manager. The initial request and authorization may be verbal, but the request from the Contractor shall be confirmed in writing to the Solid Waste Manager within one (1) business day of the verbal request. Suspended collections shall be resumed as directed by the Solid Waste Manager. Cancelled collections shall be made according to the stated holiday schedule and procedures. The final decision about suspension and/or cancellation shall be made by the Solid Waste Manager.

The Contractor will not be subject to deductions for non-collection of abnormal or additional debris in the event of hurricane, flood, riot, or other disaster, or for decisions to alter, suspend or cancel collections as long as such decisions were made with the approval of the Solid Waste Manager.

9. Employees

Collection personnel shall be required to be uniformly dressed and must perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic.

The Director of Public Works, may impose a penalty as set forth in this specification for any of the following offenses by

employees of the Contractor during working hours including, but not limited to:

- a. Intoxication
- b. Use of loud, profane, vulgar, or obscene language
- c. Soliciting gratuities or tips from the public for services to be performed as part of this Contract.
- d. Refusal to collect or handle municipal solid waste as herein required.
- e. Wantonly or maliciously scattering or spilling of municipal solid waste.
- f. Wanton, willful, or reckless disregard of public safety or sanitary requirements.

City shall have sole decision as to what offenses violate this clause.

Should the Contractor's employees or agents destroy or damage metal or plastic solid waste containers, the Contractor agrees to reimburse residents in the City's collection for the replacement of the receptacles with those of equal value, up to a maximum of \$ 15. The Director of Public Works shall make the final determination in any dispute over such complaints.

10. Missed Collections:

The Contractor shall implement the following procedure for missed collections. The City shall fax complaint forms to the Contractor immediately for missed regular collection of municipal solid waste, and the Contractor shall collect the missed unit by the end of the same day. Complaints received after 4 p.m., shall be faxed to the Contractor and shall be collected within 24 hours.

11. Disposal

Municipal solid waste and recyclables collected by the Contractor must be deposited at approved facilities which have a current permit issued by the PADEP or, if outside Pennsylvania, is certified and has a current permit to operate from the state in which it is located. The Contractor must notify the City in writing of any disposal site to be utilized hereunder seven (7) days prior to the use thereof.

Costs incidental to the disposal of municipal solid wastes and recyclables, collected under this contract, are the responsibility of the Contractor.

The Contractor has the total responsibility of municipal solid

waste and recyclables, disposal and shall bear any and all costs incurred, regardless of cause.

Should the per ton disposal fees currently imposed by the State of Pennsylvania, increase or decrease, the City shall make an adjustment to the Contract price. The adjustment shall be deducted or added to the Contract cost quarterly based on the actual solid waste tonnage disposed.

A separate designated truck shall make Large Item collections of salvageable material. Salvageable material shall be separated and reclaimed before disposal. White goods, appliances, large metal items and similar items are required to be reclaimed.

IV. PERFORMANCE REQUIREMENTS

A. General

The Contractor shall meet or exceed the performance standards established in this section for collection and disposal of municipal solid waste on a weekly basis. These standards shall correlate with a system of Contract deductions against the Contractor for failure to meet the standards. The penalty for each category will be applied and deducted from the monthly Contract price if the standard is not met.

B. Payment for Services:

The Contract Fee charged by the Bidder for the services outlined in this specification, shall be no more than the bid price. This fee shall be bid inclusive of all costs.

Contractor shall invoice the City monthly and request compensation for work completed within the billing period. A summary of all municipal solid waste collected during this billing period and a copy of all weight slips for municipal solid waste must be attached.

If the City fails to make any payments due to the Contractor for services and expenses within 45 days after receipt of each properly documented and authorized invoice, the amounts due to the Contractor will increase at the rate of 1% per month from said 45th day.

Monthly invoices shall be 1/12 the annual price less any performance indicator deductions.

C. Defaults and Remedies:

The following events of default will affect each of the parties involved in this Contract.

- (1) An assignment or proposed assignment by the Contractor for the benefit of creditors or a composition agreement with all or a material part of its creditors; or the appointment of a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, for the Contractor or any of its assets or revenues; or any proceeding commenced in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Contractor.
- 2 Failure to satisfy the commencement requirements set forth in this specification within ninety (90) days of the notice to proceed date.
- (3) Failure to perform any material obligation under the terms of the specification.

In the event of default the amount of the Performance Bond will be forfeited to the City and the City may immediately terminate the Contract.

D. Performance Guarantees / Violations and Assessment of Penalty:

The City will begin an extensive education program encouraging the recycling of materials and discouraging the placement of waste in the public right-of-way at all times except during the collection period. The failure to complete the collection services according to the established schedules and following the established procedures, disrupts the City's functions and can create a public health and safety hazard, and provides the City will less service than it has contracted for. Payment to the Contractor shall be reduced accordingly, as set forth below.

In case of a violation of the spirit or the letter of the Contract, the Solid Waste Manager or designee shall notify the Contractor in writing of said violations and subsequent deductions. In the event of a dispute regarding deductions, the determination of the Director of Public Works shall be final. Deductions for non-compliance, losses, costs and/or damages shall be deducted by the City from Contractor's monthly payment.

In connection with its performance obligations as set forth in this specification, the Bidder is required to make the following

performance guarantees.

- (1) The Bidder shall collect all municipal solid waste, bulky items, and recyclables in a clean and safe manner. In the event of default the Bidder shall be liable and protect and indemnify the City for any additional costs incurred by the City in arranging for alternative means for the collection, transportation and disposal of such materials.

The City shall have the right to deduct from any monies due the Contractor in the following amounts for each offense for all violations of the contract:

- 1) Failure to operate and complete collections on a regular route, unless prevented by an act of nature; the sum of one thousand dollars (\$1,000.00) per day, per truck and crew not operating.
- 2) Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of one hundred fifty dollars (\$150.00) for each offense in each day.
- 3) Failure to collect acceptable items, included in this contract, properly placed at the designated pick-up point; the sum of one hundred dollars (\$100.00) for each location. Contractor is required to collect missed stops within 24 hours of regularly scheduled collection.
- 4) Offenses by employees of the Contractor as set forth in this specification; the sum of one hundred (\$100.00) dollars per day for each employee issue not resolved, as directed.
- 5) Failure to dispose of materials included in this contract at the agreed upon site(s) designated by the Director of Public Works; the sum of one thousand dollars (\$1,000.00) per collection vehicle load disposed of elsewhere. A contract deduction shall be made in the amount of \$5,000.00 for each additional offense or, at the option of the City, termination of the contract.
- 6) Willful damage to or displacement of waste or recycle containers; unless clearly marked for disposal, the sum of fifteen dollars (\$15.00) for each offense or a satisfactory replacement to the owner of said container.
- 7) It shall be a material breach of this contract for any vehicle containing contract waste to also contain any Recyclable Material which was properly source separated by a customer; the sum of \$2,000.00, which will be deducted by the City for the first offense. A Contract Deduction shall be

made in the amount of \$5,000.00 for each additional offense or at the option of the City termination of the contract.

- 8) Failure to clean up spilled materials included in this contract or failure to replace containers at the designated pick up point as required; the sum of fifty dollars (\$50.00) per offense.
- 9) In addition to the above, should the Contractor be prevented, by an act of nature, from performing the work under this contract on two (2) or more consecutive days then the City shall deduct from monies due the Contractor, that portion of a monthly installment represented by the ratio of days on which no work is performed to the total number of scheduled work days in that month, unless previously approved under Section III.

E. Insurance Requirements:

The Contractor shall obtain and maintain insurance coverage in the amounts listed below, commencing on the service commencement date and continuing for the term of the contract and provide proof thereof.

The Contractor shall maintain such insurance as will protect him from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's Liability Insurance shall be in the names of the Contractors and the City, as their respective interests may appear. Original Certificates of such insurance shall be filed with the City.

The minimum amounts of liability insurance to be maintained by the contractor during the life of the contract shall be as follows:

- 1 Workers' Compensation - as provided by law, \$500,000 limit per accident / disease.
2. Employer's Liability - one accident \$5,000,000.
- 3 Auto Liability \$1,000,000/ accident combined single limit, bodily injury and property damage for owned, non-owned and hired vehicles.
- 4 General Liability \$1,000,000 per occurrence, \$2,000,000 general aggregate \$2,000,000 aggregate products and completed operations.
- 5 Environmental Impairment Liability - \$1,000,00 per occurrence, \$1,000,000 aggregate.

City must be named as additional insured.

Insurance policy may not contain any exclusion for XCU (excavation, collapse and underground blasting or handling) or handling of contaminated material or any other environmental exclusion.

F. Indemnification:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and all court costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and
2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of any individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

G. Equal Employment Opportunity:

1. Equal Employment

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which

may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

2. Local-Labor

The City will require the Contractor to employ a work force, dedicated to this Contract, which will consist of at least twenty-five (25%) percent of the individuals who permanently reside in the City of Reading, Berks County, Pennsylvania.

3. Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

H. Permits / Licenses:

The Contractor shall, at own expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract. The Contractor shall be responsible for conducting operations in accordance with the provisions of such permits or licenses, copies of same to be filed with the City. All drivers must be licensed in accordance with the State Commercial Drivers License Program.

I. Observance of Laws, Ordinance and Regulations

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

The Contractor acknowledges that the collection of Municipal Solid Waste is subject to federal, state and local laws, ordinances, rules and regulations, and specifically to the Reading City's Codified Ordinances and Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act. The Contractor agrees that all such laws, ordinances, rules and regulations are incorporated into and made part of this Contract as if set forth in full and that any breach thereof by the Contractor shall be deemed a material breach of this Contract.

It shall be the responsibility of the Contractor to be knowledgeable of all requirements and regulations of and to abide by and also to report violations of the City's Ordinance and any amendments thereto.

V. INSTRUCTIONS FOR PREPARING BIDS

A. General:

Bids in response to this bid solicitation shall contain three (3) sections as follows: 1) Bid Forms, 2) Qualifications and Experience and 3) Bond.

B. Qualifications and Experience:

The Bidder shall include a summary of firm's general qualifications, background, number of employees, office locations, etc. which is pertinent regarding the collection and disposal of municipal solid waste contract requested by the City.

C. Instructions for Preparing the Bid:

Each Bid submitted in response to this specification must include the following items in the order in which they are listed:

- (1) Bidder Identification (Form B-1 and B-1A), on which is provided basic background information on the Bidder's organization.

- (2) Bid Form (Form B-2), which constitutes the Bidder's unconditional acceptance of the performance obligations set forth in the specification and which incorporates the Bidder's Bid prices with respect to the following:
- (a) The annual, per unit fee, the Bidder will charge for weekly curbside collection and disposal of **a maximum of eight (8) bags per week, per unit,** of municipal solid waste, bulky waste, white goods, large items, recyclables, and yard waste from all residential properties of (4) units or fewer, as outlined in this specification
 - (b) The annual fee the Bidder will charge for weekly collection and disposal of refuse and recyclables from Public Buildings and Properties as outlined in this specification.
 - (c) The annual fee the Bidder will charge for weekly service including collection and disposal from fifty (50) litter baskets assigned per group, with a maximum of 500 Litter Baskets to be serviced under this contract, as outlined in this specification.
 - (d) The annual, per unit fee, the Bidder will charge for a one-time weekly curbside collection and disposal of unlimited municipal solid waste, bulky waste, white goods large items, recyclables, and yard waste for a three month period beginning April 1, 2007 and ending July 1, 2007 from all residential properties of (4) units or fewer, as outlined in this specification.
 - (e) The annual, per unit fee, the Bidder will charge for weekly curbside collection and disposal of yard waste during the period of March 1 through September 30, from all residential properties of (4) units or fewer, as outlined in this specification.
 - (f) The annual, per unit fee, the Bidder will charge for weekly curbside collection and processing of recyclables, using City owned vehicles, from all residential properties of (4) units or fewer, as outlined in this specification.
 - (g) The name and location of the disposal and processing facilities to be used by the Bidder.
- (3) A certified copy of the appropriate portions of Company by-laws or resolution vesting such authority in the signatory of the letter must be attached.

- 4 Statement of Bidders Qualifications (Form B-3), on which to provide basic information on organization.
- 5 Bid Bond (Form B-4).
- 6 Completed Non-Collusion Affidavit (Form B-5)
- 7 A signed agreement with, or commitment letter from, a qualified surety company or United States Bank obligating that company or United States Bank to furnish a performance bond, payment bond or irrevocable Letter of Credit consistent with the requirements of this specification

D. Bid Forms:

Blank Qualifications and Bid Forms are provided for your use.

VI. DEFINITIONS

Wherever in the Contract Documents, the following terms or pronouns used in their stead occur, they shall have the meaning here given:

ACT 101: Shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act.

Aluminum Can: Shall mean containers which are comprised “entirely” of aluminum and which formerly contained only edible substances.

Bulky Waste: Large items of refuse such as appliances, furniture, large auto parts, construction and demolition debris, etc.

Cans: Shall mean containers comprised of aluminum, tin, steel or a combination thereof which formerly contained only non-aerosol edible substances or such other substances as have been approved for recycling by the City. Includes, but not limited to: Cans formerly containing such substances as vegetables, meats, fruits, juices, or other similar food storage containers constructed of materials listed above. Does not include: Hazardous cleaning substances, automotive supply cans (e.g. transmission fluids, motor oils, etc.), and other similar containers.

Cardboard: Shall mean a broad category of paper products heavier and more rigid than paper.

City: Shall mean the City of Reading, Berks County, Pennsylvania or that person designated as the duly Authorized representative of the City of Reading with offices located at 815 Washington St., Reading, Pennsylvania.

Commingled: Shall mean source separated non-putrescible recyclable materials that have been mixed at the source of generation (i.e. placed in the same container).

Construction and Demolition Debris: Includes materials from the remodeling of a residential dwelling such as roofing shingles, file, plaster, drywall sheet rock, metal or wood sheds, dirt, concrete, bricks and similar materials from Commercial repair of private properties or such activities. Small quantities of this material is permitted by residents only if it is contained to meet requirements of the Ordinance unit requirements at their billing address and the Contractor will be responsible for collection of this material.

Contractor: The person, partnership or corporation providing collection, transportation, disposal and marketing services under this contract.

Contract Documents: Shall mean the Contract Agreement, Information for Bidders, Bid Forms, Bid Bond, Contractors Performance and Payment Bond, General Provisions, Special Provisions, Specifications, and any

Addenda, Change Orders and Supplemental Agreements.

Corrugated Box: Shall mean a structural paper material with an inner core shaped in rigid parallel furrows and ridges.

Curbside: Shall mean a location for which recyclable materials are set out for collection, including at the curb which shall mean the location adjacent to, but within Five (5) feet from the public street.

Designated Pick-Up Point: Shall mean the point designated at each property where recyclables are to be placed for collection at the curb or as designated by the Director of Public Works.

Designated Recyclable Materials: Shall mean those recyclable materials to be source separated in the City of Reading. The term may include, but may not be limited to glass, curbside newsprint, mixed paper, plastic containers, cans, white goods, tires, or other materials.

Ferrous Metal: Shall mean food and beverage containers made from a steel alloy containing tin and/or aluminum substances and which are magnetic.

Garbage: Shall mean putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products

Glass: Shall mean all clear, green and brown glass food and/or beverage containers. Glass shall not include crystal, ceramics, light bulbs, plate, window, laminated, wired or mirrored glass.

Hazardous Waste: Any waste as defined by 25 PA Code § 260a.10 and which by virtue of its quantity or content presents a hazard to the individuals handling it, a hazard to public health, or potential pollution to the air or waters of the Commonwealth of Pennsylvania or makes land unfit or undesirable for normal use; this includes, but is not limited to chemicals, explosives, pathological wastes, radioactive materials, and any materials defined hazardous wastes by Federal or State law or regulation.

Large Items: Include, but are not limited to: refrigerators, stoves, dishwashers, hot water heaters, washing machines, dryers, freezers, televisions, chairs, rolled carpet, desks, bureaus, tables, mattresses, box springs, bed frames, sofas, bundled wood, push lawn mowers, bath tubs, toilets, sinks, windows, window screens, doors, and similar household items.

Market: Shall mean a location that accepts recyclable materials for reuse as a feedstock in their manufacturing processes.

Mixed Paper: Shall mean all corrugated cardboard normally used for packing, mailing, shipping or containerizing goods, merchandise or other material, but "excluding" plastic, foam, wax coated, soiled, or chip board.

All weekly post consumer magazines, any office paper, computer paper, junk mail (coupons, sweepstakes entries, including envelopes).

Municipal Solid Waste: The definition as set forth in Act 101 is “any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in Act 97 from a municipal commercial or plant or air pollution control facility. The term does not include source-separated recyclable materials.

Municipal Solid Waste Contractor: Means such Contractor as may be engaged by the City to collect, transport and dispose of all types of large items or bulky waste or appliances and refuse, defined under the terms of this contract.

Newspaper: Shall mean paper which has been used for the production of daily, weekly, or special edition news publications which shall include all paper items which are sold with the newspaper.

Non-Ferrous: Shall mean all metal food and beverage containers, which are not ferrous and subsequently not magnetic.

Notice to Proceed: A written notice given by the City to the Contractor for fixing the date on which the contract will commence.

Person: Shall mean any individual, firm, partnership, corporation, association, cooperative enterprise, trust, Municipal Authority, federal institution or agency, state institution or agency, municipality, public and private schools and educational facilities, other governmental agency or any other entity or any group of such persons which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance describing a fine, penalty or imprisonment, the term “person” shall include the officers and directors of a corporation or other legal entity having officers and directors.

Plastics: Shall mean designated under this Contract shall include all plastic #1 through #7, bottles and containers only.

Processing: Shall mean the location designated by the City for the purpose of sorting, preparing, upgrading, densifying and/or consolidating recyclable materials for sale.

Recyclable Material: Shall mean a material which would otherwise become municipal solid waste, which can be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products.

Refuse: Means all regulated non recyclable Municipal Solid Waste which is discarded as useless.

Residential Unit: Means a billing unit where designated municipal solid waste may be placed for receipt by the municipal solid waste collection Contractor. Customer units are determined by units billed by the City.

Trade Waste: Any liquid, with or without matter in suspension or solution that is or may be discharged from a trade premises in the course of any business, trade or industrial process or operation, or in the course of any activity or operation of a like nature; but does not include condensing or cooling waters, stormwater, or domestic sewage.

Yard Waste: Includes but is not limited to grass, leaves, and other wastes from lawns and backyard gardens that is deemed suitable for compost.

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLABLES FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR
FEWER UNITS ALL PUBLIC BLDGS., PARKS, & LITTER BASKETS

BIDDER IDENTIFICATION

Name of Bidder:

Post Office Address:

Telephone Number:

The Bidder is a (check whichever applies):

_____Corporation _____Partnership _____Joint Venture

1. If a Corporation:

A. State and County of Incorporation:

B. Date of Incorporation:

C. Federal Tax Identification Number:

D. Name and Titles of Corporate Officers:

E. Chief Executive Officer if not named:

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLABLES FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR
FEWER UNITS ALL PUBLIC BLDGS., PARKS, & LITTER BASKETS

BIDDER IDENTIFICATION

2. If a Partnership:

A. Date and place of formation:

B. Attach names of all general and limited partners.

C. Name of person who acts as chief executive:

3. If a Joint Venture:

A. Name of Joint Venture partner which will exercise management control of
the Joint Venture:

B. Name of person who acts as chief executive:

C. Attach copy of Joint Venture Agreement

D. For each entity party to the Joint Venture Agreement, provide the
information requested on Business Bid Form B-1A:

* Attach additional sheets as necessary

4. During the last three years, has either the Bidder, or in the case of a
partnership, any general partner, or in the case of a Joint Venture, any
party to the Joint Venture Agreement, been in default of any contract
obligations? _____

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLABLES FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR
FEWER UNITS ALL PUBLIC BLDGS., PARKS, & LITTER BASKETS

IDENTIFICATION OF GENERAL PARTNER AND JOINT VENTURE
PARTNERS

Name of Bidder:

Post Office Address:

Telephone Number:

Organization Status:

(i.e., Corp., Partnership, etc.)

Chief Executive Officer:

Principal Owners, officers, and general partners:

Date and place of formation:

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLABLES FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR
FEWER UNITS ALL PUBLIC BLDGS., PARKS, & LITTER BASKETS

Bid Item # 1a	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-# 5		27,286	

Bid Item # 1b	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-#5		27,286	

Bid Item #	Annual Fee			
	Units	\$ / Unit / Year	Estimated Units	Total Bid Price
Bid Item # 1c	N/A	N/A	Lump Sum	
Bid Item # 1d	50 Baskets		500	

Bid Item # 1e	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-#5		27,286	

Bid Item # 2	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-#5		27,286	

Bid Item #3 – Price per unit for Special Collections is to be determined by the Bidder and billed directly to the resident. Therefore, the City is not requesting a Total Bid Price for this line item.

Bid Item # 4	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-#5		27,286	

Bid Item #5 – Bid price is to be determined by the Bidder on an event basis and billed directly to the City Department that is hosting the event. Therefore, the City is not requesting a Total Bid Price for this line item.

Bid Item # 6	Annual Fee		
Zone	\$ / Unit / Year	Est. # of Units	Total Bid Price
Zone # 1		3,870	
Zone # 2		6,324	
Zone # 3		5,667	
Zone # 4		5,963	
Zone # 5		5,462	
Zones #1-#5		27,286	

Please indicate the disposal site to be used during the life of this contract:

Please indicate the processing facility/s to be used during the life of this contract:

Legislatively mandated taxes, fees and charges as referred to in the city's specification are included in the above referenced per ton rate.

Bids will be received at the Purchasing Office until 2:00 PM., _____, _____, 2006 and will be opened that day at 2:00 p.m. in the _____ Room. All bids submitted must be in accordance with and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____

(Authorized Representative)

(Date)

Title

CITY OF READING, PENNSYLVANIA

REQUEST FOR BIDS

COLLECTION & DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE
FROM RESIDENTIAL PROPERTIES WITH FOUR (4) OR FEWER UNITS ALL
PUBLIC BLDGS., PARKS, & LITTER BASKETS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clean and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

- 2 Permanent main office address

3. When organized:

4. If a corporation, where
incorporated:_____
5. How many years have you been engaged in this business under your
present firm or trade name?

- 6 Contracts on hand: (Schedule these, showing amount of each contract
and the appropriate anticipated dates of completion).

7. Have you ever failed to complete any work awarded to you? If so, where
and why?

8. Have you ever defaulted on a contract? If so, where and why?

9. List the more important projects recently completed by your company,
stating the approximate cost of each, and the month and year completed.

10. List your major equipment available for this contract.

- 11 Experience in work similar in importance to this project, contact person, and phone number.

12. Background and experience of the principal members of your organization, including the officers.

13. Credit available: \$

14. Given Bank reference:

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City ?

- 16 (A)Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion?

- If so, give full details.

- B Have you ever been accused of discriminated based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency?

If so, give full details.

17. All Prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Resources, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."
18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification or the recitals comprising this Statement of Bidder's Qualifications.
19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract.
20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2006

(Name of Bidder)

By:

Title:

State of: _____)

County of: _____)

_____, being duly sworn,

deposes and says that he is

of _____, and that the answers
(Name of Organization)

to the foregoing questions and all statements therein contained are true and
correct. subscribed and sworn to before me this _____ day of
_____, 2006.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF READING, PENNSYLVANIA
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

_____, as Principal (the "Principal"), and

_____ a corporation
organized and

existing under laws of the _____ of _____,
as Surety

(the "Surety"), are held and firmly bound unto

_____ as Obligee (the
"Obligee"), as hereinafter set forth, in the full and just sum of
_____ Dollars (\$_____), lawful money of the United States
of America, for the payment of which sum we bind ourselves, our heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a bid to the Obligee to perform
the _____ Work in connection with the construction of

_____ pursuant to plans, specifications and other
documents constituting the Contract Documents which are incorporated into said
Bid by reference (the "Contract Documents"), as prepared by the Department of
Public Works, City Hall, 8th & Washington Streets, Reading, PA 19601.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of
said Bid that it shall be accompanied by bid guaranty to be held by the Obligee
on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the
Principal, within ten (10) days after mailing of contract document by the City to
Principal, shall furnish to the Obligee a Performance Bond and a Payment Bond
and, upon award of a contract to him by the Obligee, shall execute and deliver the
Agreement and furnish to the Obligee proper evidence of effectiveness of
insurance coverage, respectively within the time, in the forms and in the
amounts, as appropriate, required by the Contract Documents, then this Bond
shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Bid, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Bid, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no bids of bidders may be withdrawn, whether because of the lack of other bids, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher bid would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20__.

(Individual Principal)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(Partnership Principal)

_____(Seal)
(Name of Partnership)

Witness:

By: (Seal)
Witness: (Partner) Witness:

By: (Seal)
(Partner)

By: (Seal)
(Partner)

By: (Seal)
(Partner)

(Corporation Principal)

Name of Corporation

By: _____
(Officer or Auth. Rep.)

Title: _____
Attest:

By: _____

Title: _____

(CORPORATE SEAL)

Witness:

Signed

(Title)

Subscribed and sworn to before me on this _____ day of _____, 20__

(Title)

My commission expires:

(Corporation Surety)

(Name of Corporation)

By:

Attorney-in-fact

Witness:

(Corporate Seal)

**Attach an appropriate power of attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

CITY OF READING, PENNSYLVANIA
NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He _____ / _____ She
is _____ of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder
that has submitted the attached Bid or Bids;

(2) He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE
ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

CITY OF READING, PENNSYLVANIA
C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this _____ day of _____, in the year one thousand nine hundred and _____, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of _____ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

(state here the lump sum amount, unit prices, or both as desired in individual cases.)

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of _____, or other applicable Director, so to do and to complete the entire work not later than _____ it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within ninety (90) days of receipt of written notice from the Director of Public Works, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of One Hundred Dollars (\$100.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of uncontrollable circumstances, the City shall extend the time for completion of said work as provided for in the specifications, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

the day and year first above written.

CITY OF READING

BY:

Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

Know All Men By These Presents that we,

hereinafter called the PRINCIPAL, and

_____ hereinafter

called _____ the SURETY, a corporation organized and existing under the

laws of the _____ are held and firmly bound unto

_____ hereinafter called the OBLIGEE, as hereinafter set

forth, in the full and just sum of

_____ Dollars

(\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain Bid, dated _____, 20____, to perform the WORK for the OBLIGEE, in connection with the _____ as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the Bid, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the Bid; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL, in accordance with the Bid, then the PRINCIPAL and OBLIGEE shall enter into a CONTRACT with respect to

performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 2006.

(Individual Principal)

Witness: _____ (SEAL)
(Signature of Individual)

Trading And Doing Business As

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____(SEAL)

Partner

By: _____(SEAL)

Partner

By: _____(SEAL)

Partner

By: _____(SEAL)

Partner

(Corporation PRINCIPAL)

(Name of Corporation)

*By: _____

(Officer or Authorized
Representative)

Attest:

Title: _____

By: _____

Title: _____

(Corporate Seal)

Witness:

/s/ _____

*Attach appropriate proof, dated as of the same date as the BOND evidencing authority to execute in behalf of the Corporation.

(Corporate SURETY)

(Corporate Seal)

Witness: (Name of Corporation)

**By: _____
Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

CITY OF READING, PENNSYLVANIA
PAYMENT BOND

Know All Men By These Presents That We, _____
hereinafter called the _____ (CONTRACTOR)
PRINCIPAL, and

_____ (SURETY)
hereinafter called the SURETY, a corporation organized and existing under laws
of the

_____ of _____ are held
and firmly

bound unto CITY OF READING, hereinafter called the OBLIGEE, as

(owner)
hereinafter set forth, in the full and just sum of

_____ Dollars (\$ _____), lawful money of the
United States

of America, for the payment of which we bind ourselves, our heirs, executors,
administrators,

successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain Bid,
dated _____, 2006, to perform the WORK for the OBLIGEE, in
connection

with _____ the _____ construction
of _____

as set forth in the CONTRACT DOCUMENTS; and

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No.
385 of the General Assembly of the Commonwealth of Pennsylvania, approved
by the Governor on December 20, 1967, known as and cited as the "Public
Works Contractor" Bond Law of 1967" (the "Act"): and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made
to the PRINCIPAL by the OBLIGEE in accordance with the Bid, the PRINCIPAL
shall furnish this BOND to the OBLIGEE, with this BOND to become binding

upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the Bid and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the Bid, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assigns of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; Provided, however, that:

(a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and

(b) No action upon this BOND shall be commenced after the expiration of one(1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and condition of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Industry, evidencing the payment of all unemployment compensation, contribution, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ of _____, 20__.

(Individual PRINCIPAL)

Witness: _____ (SEAL)

(Signature of Individual)

Trading and Doing Business as

(Partnership PRINCIPAL)

(Name of Partnership)

Witness:

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

(Corporation PRINCIPAL)

(Name of Corporation)

By: _____
(Officer or *Authorized Representative)

ATTEST:

By: _____ Title: _____

Title: _____

(Corporate Seal)

Witness:

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

(Corporation SURETY)

(Corporate Seal)

(Name of Corporation)

Witness:

_____ **By: _____
Attorney-in-Fact

**Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

STATEMENT RE:

Accepting Provisions of the Workers' Compensation Act

STATE OF _____

ss.

COUNTY OF _____

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

For Corporation

(Name of Corporation)

By

(Official Title)

Attest:

(Secretary or Assistant Secretary)

For Partnership

(Name of Partnership)

By

_____(SEAL)

_____(SEAL)
(Partners)

(Name of Insurance Company)

By_____

Attorney-in-Fact

CITY OF READING, PENNSYLVANIA
STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20__ with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: _____ as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20__ .

(SEAL)

(CITY OF READING)

ATTEST:

BY: _____

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:
BY:_____

TITLE:_____

BY:_____

BY:_____

TITLE:_____

TITLE:_____

CITY OF READING, PENNSYLVANIA
INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20__, providing for the _____

NOW, THEREFORE, in consideration of the award of said contract to the undersigned _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of Reading, receipt whereof is hereby acknowledged, and intending to be legally bound and the said _____ does hereby bind himself/herself, its executors, administrators, heirs and assigns to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereby suffer, incur, be put to or pay by reason of any claim of whatever nature and type and howsoever arising out of any action or omission by the said _____ in performance of the aforesaid contract.

EXECUTED this _____ day of _____, 20_. on behalf of _____.

By: _____

Title: _____

ATTEST:

CITY OF READING, PENNSYLVANIA
Non Discrimination Statement

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status or national origin.

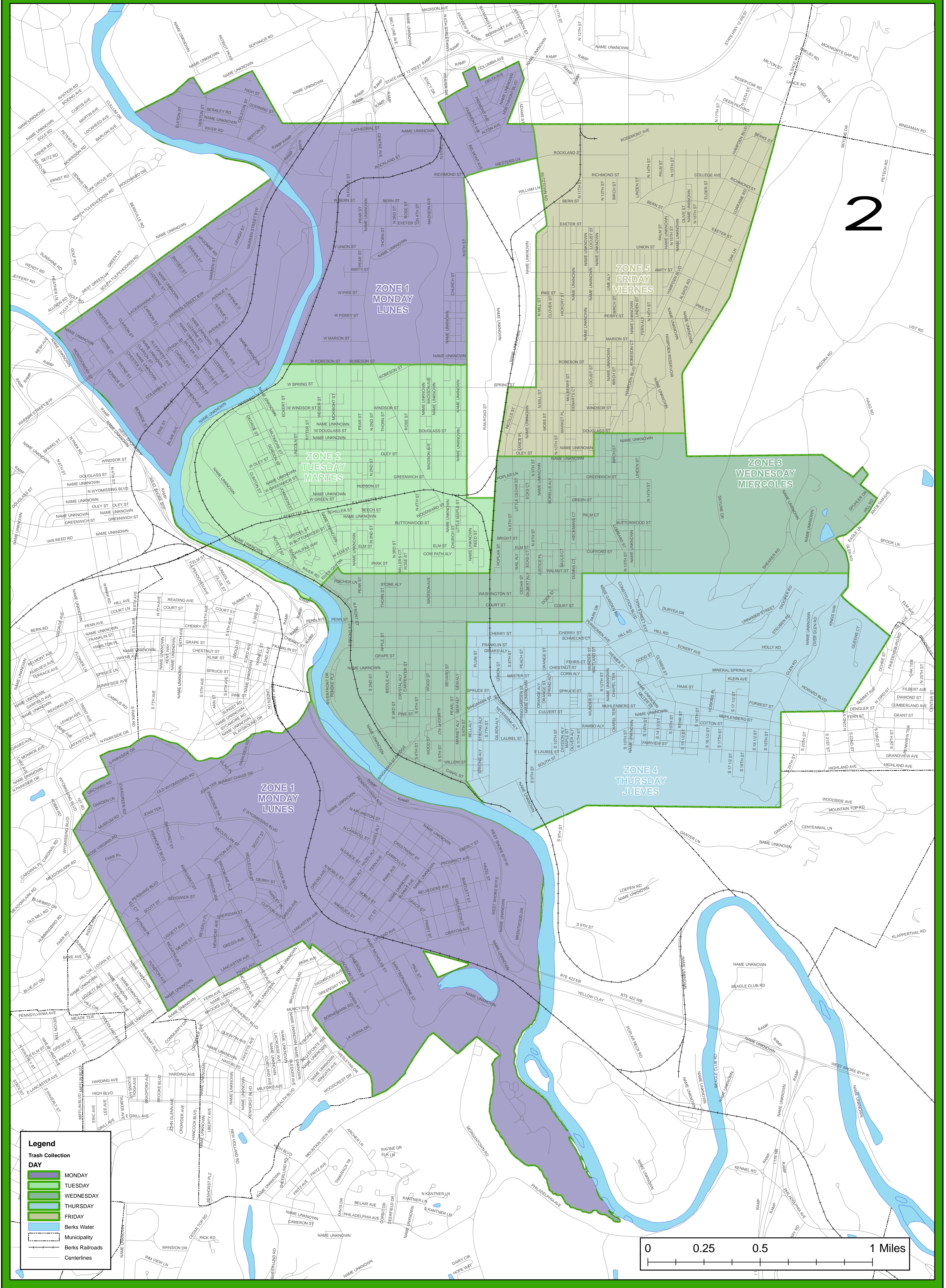
BIDDER

TITLE

EXHIBIT- A
Maps of Collection Zones

CITY OF READING

TRASH COLLECTION DAYS



CITY OF READING

RECYCLE COLLECTION DAYS

2

ZONE 4
THURSDAY
JUEVES

ZONE 1
MONDAY
LUNES

ZONE 2
TUESDAY
MARTES

ZONE 3
WEDNESDAY
MIÉRCOLES

ZONE 5
FRIDAY
VIERNES

Legend

Recycle

DAY

- MONDAY
- TUESDAY
- WEDNESDAY
- THURSDAY
- FRIDAY
- Berks Water
- Municipality
- Berks Railroads
- Centerlines

BORDER STREETS

Roberson Street (Schuylkill River to Railroad)
Pear Street (600 Block to 1100 Block)
Second Street (South 2nd to 500 Block North 2nd)
Buttonwood Street (2nd to 7th Streets)
Fourth Street (South to Buttonwood)
Franklin Street (7th Street to Perkiomen Avenue)
Bingaman Street (Wood Street to 7th Street)
Perkiomen Avenue (1100 Block to Hill Road)
Perkiomen Avenue (1200 Block to 1900 Block)
Penn Street (4th to 11th Streets)
North 9th Street (Penn to Buttonwood Streets)
North 13th Street (Windsor Street to Hill Road)
Windsor Street (Railroad tracks to 13th Street)
North of Windsor (9th Street East)
Hill Road
Palm Street

COLLECTION DAYS

Thursday
Thursday
Friday
Thursday
Thursday
Wednesday
Thursday
Thursday
Wednesday
Thursday
Tuesday
Tuesday
Monday
Wednesday
Monday

0 0.25 0.5 1 Miles

EXHIBIT B

TRASH PICK UP LOCATIONS

1. Public Works Center
2. 11th and Pike Playground
3. Humane Society
4. Skyline Drive Lookouts
5. Tower Lots
6. Drenkel Air Field
7. Pagoda
8. Camp Lily
9. Rotary Park
10. Egleman's Caretaker's Lot
11. Egleman's Park
12. Egleman's Ball Field
13. Pendora Park
14. Pendora Skate Park
15. Mineral Spring Park
16. Hillside Playground
17. Ambulance Station
18. City Hall
19. Rainbow/Juniors Firehouse – 8th and Court
20. Library at 5th and Franklin
21. 4th and Chestnut Parklett
22. 2nd and Franklin Parklett
23. Riverfront Park
24. Liberty Firehouse at 5th and Laurel
25. Reading Hose/Friendship/Franklin Street
26. Keffer Park Playground
27. Baer Park Playground and Tennis Courts
28. Schlegel Park and Pool
29. Angelica Park
30. Fritz's Island – Wastewater Treatment Plant
31. Hampden/Marion Firehouse
32. 9th and Marion Playground
33. Bernhart's Dam
34. Northmont Playground
35. 6th and Amity Playground
36. 3rd and Spring Playground
37. 2nd and Oley Playground
38. Church and Oley Playground (Essick)
39. Front and Schiller Playground
40. Barbey's Playground

41. Reading Iron Playground
42. 10th and South Playground
43. Neversink Playground
44. 16th and Haak Playground
45. Lance Place Playground
46. City Park – 10 locations
 - a. Pavilion
 - b. Bandshell
 - c. Police 106 Building
 - d. Police 106 Lot
 - e. Park Walkway
 - f. Flagpole
 - g. Basketball Courts
 - h. Restrooms
 - i. Tot Lot
 - j. 11th and Walnut Walkways
47. Recreation Shop – 14th and Walnut
48. 3rd and Spruce Recreation Center
49. Neversink/Keystone Firehouse – 3rd and Court
50. Centre Park
51. Sanitary Sewers
52. Schuylkill/Riverside Firehouse
53. E.J. Dives Playground
54. Brookline Playground
55. Easter Seals Building
56. Library at 15th and Perkiomen
57. Washington/Union Firehouse at 10th and Spruce
58. Minor Street Park
59. Library at 11th and Pike
60. Library at Schuylkill Avenue and Windsor Street
61. Water Authority Store yard
62. Oakbrook Firehouse
63. Police Pistol Range
64. DID Bags – Pick up AM and PM everyday
 - a. 9th and Cherry
 - b. 6th and Cherry
 - c. 4th and Cherry